

MORRIS

STORAGE

AGREEMENT

BETWEEN

MORRIS COUNTY PARK COMMISSION AND  
BOARD OF CHOSEN FREEHOLDERS OF THE  
COUNTY OF MORRIS

AND

MORRIS COUNTY PARK POLICE

Jan. 1, 1971 - Dec. 31, 1972

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THIS AGREEMENT, made and entered, confirmed and ratified on this 15<sup>th</sup> day of July, 1971, by and between:

THE MORRIS COUNTY PARK COMMISSION and THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MORRIS, a County Government of the County of Morris, State of New Jersey, hereinafter referred to as the "Public Employer", and

MORRIS COUNTY PARK POLICE, hereinafter referred to as the "Public Employees":

WHEREAS, the parties have carried on collective negotiations for the purpose of developing and concluding a general agreement concerning wages, and other conditions of employment, since September, 1970, and

WHEREAS, the organization has received recognition from the "Public Employer" as the negotiating representative of the majority of the Morris County Park Police Employees, all as set forth on the attached schedule, and

WHEREAS, the parties have concluded an agreement concerning the results of these negotiations, and have treated these collective negotiations as having been conducted under the New Jersey Employer-Employee Relations Act, 1968, State of New Jersey and the Rules of the Public Employment Relations Commission, (N.J.S. 34:13A-11).

NOW THEREFORE, in consideration of the promises herein, and the mutual agreements contained herein, the parties hereto agree with respect to each other, and the Public Employees of the unit recognized as being represented by the negotiating unit, as follows:

#### ARTICLE I-RECOGNITION AND SCOPE

##### Section 1.

The Employer hereby recognizes the Morris County Park Police unit as the sole and exclusive negotiating unit for all of the employees described in a schedule attached, of collective negotiations under the New Jersey Employer-Employee Relations Act-1968-and the Public Employment Relations Commission for New Jersey, established under such law.

## Section 2.

The bargaining unit shall consist of any and all permanent and full time employees designated by the collective employees from time to time as their duly authorized representative unit, Morris County Park Police.

## Section 3.

This Agreement shall govern all wages, rights and responsibilities of the parties, and conditions of employment as set forth in this Agreement and shall supersede any and all previous Agreements, rights, schedules, guides or salary guides, and any other rights of any nature or description which is authorized to be superseded by the making and entering of such an Agreement.

## Section 4.

During the time this Agreement is in force, it shall be binding on all of the parties, thier successors and assigns, and the negotiating unit hereby affirms, represents, covenants and warrants to the County Park Commission, the Freeholders of the County of Morris and the Morris County Park Commission that it is the duly authorized and elected representative of such employees and authorized to enter into this Agreement on their behalf and it makes this representation knowing that the "Public Employer" shall rely thereupon and shall make this Agreement under such warranty and understanding.

## Section 5.

The parties recognize that from time to time during the period of this Agreement, in force, and that of all probable subsequent Agreements, it may be necessary for the parties to meet and discuss any items of clarification, question of interpretation, or any matter which will be in the mutual best interest of encouraging the best possible public relations and employer-employee relations contemplated by the New Jersey Employer-Employee Relations Act of 1968, and in the best interest of the County Park Commission, and the parties agree to meet with each other from time to time for the purpose of assisting in any items requiring clarification or any

matters which may involve mutual best interest of all parties, that of encouraging the best possible employer-employee relationship. To this extent, the parties agree to meet with each other from time to time as circumstances warrant for the purpose of fostering and encouraging this result.

ARTICLE II--ITEMS OF GENERAL CONSIDERATION. POLICY AND AGREEMENT

Section 1.

From time to time, over the years, various policies concerning conditions of employment have been promulgated, and both parties recognize that not often are the matters of policy and the rights of employees fully known by all of the employees and the County Park Commission. Nothing contained herein shall be construed to impair or interfere with the right of the public employer to finally promulgate rules, regulations and revisions in its sole discretion.

A. Vacations

Vacations are based upon length of service as follows:

1. From 1 through 10 years - 12 days annual.
2. From 11 through 20 years - 15 days annual.
3. Twenty-one years or more - 20 days annual.

The vacation year begins January 1, of each year. One vacation day is credited for each calendar month worked from the day of employment through that January 1, vacation year base. Thereafter, 12 days per annum through the tenth year as listed in the above schedule. Extended vacations may be granted in accordance with the table provided above, at the convenience of the employer. In any calendar year, the annual vacation leave of any part thereof which is not taken or granted by reason of the pressure of work shall be accumulated to the credit of the individual employee and shall be granted and may be

taken during the next succeeding calendar year only. Accumulations after one calendar year shall not be permitted. Vacation time will be granted only with prior approval of the Chief of Park Police who may require six weeks prior notice of extended vacation, and is authorized to plan vacations so as not to interfere with the responsibility of orderly work. Upon termination of employment, vacation time will be credited for only those months of the calendar year worked.

B. Holidays

Holidays shall be paid when they fall during the regular work week. To be eligible, the employee must have worked the last scheduled day before the holiday, unless on authorized leave.

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day; and any days by proclamation
12. Christmas Day

When any of the legal holidays described above fall on a Sunday, the following Monday shall be the official holiday. When any of the legal holidays described above fall on a Saturday, the immediately preceding Friday shall be an Approved Leave Day with pay. If required to work on any of the above holidays, compensatory time off will be allowed.



### C. Sick Leave

Each employee shall be entitled to sick leave credits at the rate of one day per calendar month from the date of employment to the end of the year. Thereafter each employee will be credited with 15 days annually for each succeeding year of fulltime employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employment of the Park Commission. Sick leave benefits shall be available to all permanent employees.

#### Definition

"Sick Leave" is authorized leave which shall be due to:

1. Illness of the employee.
2. Exposure to contagious disease.
3. Emergency care of immediate member of family (see below).
4. Death in the immediate family (see below).

"Immediate Family" is defined in cases of illness and death, respectively as follows:

1. Illness: Persons bound together by relationship as parents and children living together in one household.
2. Death: Parents, husband, wife, son, grandparents, grandchild, daughter, sister, brother, father-in-law, mother-in-law, and any person residing in the household as a part thereof.

#### Notice of Absence

Notice of Absence is required as follows:

1. Illness: The employee shall be required to notify his or her supervisor as soon as possible on all days of absence, giving the specific reason for the absence. Should the employee be unable to reach the supervisor, then the administrative office should be notified. Notification must be given before 9:30 a.m., and if not, it will be treated as though time off without pay. If absent because of illness more than five days at one time, the employee shall be required to submit a doctor's certificate to the supervisor to justify payment of sick leave. An accumulation of ten sick days, the days having been taken at various times, except as noted above, is approved without a doctor's certificate. All sick time in excess of ten days must be accounted for with a doctor's certificate if the time is to be approved with pay.

2. Death: The number of days is adjusted to the individual need by the Chief of Park Police, not to exceed three days, except in extreme cases on approval of the supervisor.

D. Storm Days and Emergencies

All employees may be required to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the lost time will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the lost time will be charged as time off without pay. If unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

E. Working Hours

Working hours for Park Police employees shall be described as eight consecutive hours of no more than five days in any seven-day period. Nothing contained herein shall prevent the Morris County Park Commission, or the Chief of Park Police to require the employees to work beyond this requirement provided compensatory time off is allowed to the employee.

F. The Work Week

The work week will generally consist of five working days, except as noted above. Over time will only be permitted as described above. In the event that any employees are required to work on more than five days as described above, compensatory time off system shall apply and be operative.

Any reference to "Monday to Friday" employment days is descriptive only. Some divisions work regularly on Saturdays and Sundays, and such references shall not be construed to suggest overtime or compensatory time. Moreover, all employees, for good cause, may be requested to work on other days by the public employer.

G. Hospital and Medical-Surgical Insurance

1. Hospital and medical-surgical insurance, including major medical has been provided by the Park Commission for all full time, employees at the expense of the Park Commission, within three months of the date of employment. Dependent coverage for major medical is available for the employees at an additional charge at the option of the employee. This rate is subject to change with annual experience ratings. Coverage provided is given in detail in all insurance certificate and booklets provided by the Park Commission and are available to the employees upon request.

2. The County is presently considering various plans for increased coverage under the existing Blue-Cross, Blue Shield Major Medical System, or others. The County is in no position to commit at this time to the additional coverage since it is not aware of the factors concerning costs, employees' share, experience basis or fixed premiums and the many other factors that would justify and govern providing such insurance. The employees are hereby assured of equal treatment, all employees alike, office, field, or otherwise, and this is the limited commitment made by the County of Morris in this Agreement at this time.

3. The Park Commission agrees to provide any and all information to all employees concerning this existing coverage, and invites future meetings and discussions with the negotiating unit concerning various methods of making additional coverage available either now, or upon the retirement of the individual. The Park Commission agrees to co-operate, but makes no agreement to commit itself additional funds for the purpose of achieving additional coverages, except as noted in this clause.

#### H. Group Life Insurance

1. Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to (3) three times annual base wage of the employees, as provided below

2. Under the Public Employee's Retirement System of New Jersey, one and one-half times the amount of base annual wage life insurance is provided free of charge.

3. After the first 12 months membership, (during which the remaining 1-1/2 times contributory insurance is mandatory, at the employee's expense at the present cost of .75% of base salary), the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided notification is given.

4. Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.

5. The Park Commission agrees to provide its facilities to encourage all employees to take advantage of the optional life insurance system available and to attempt to provide continuation of that insurance after retirement, or the conversion of the policy, to the extent permitted, but the employee must understand that the Park Commission, aside from making its facilities available to encourage better participation in the program, shall not be required to make any additional contributions thereto.

#### I. Retirement System

The Public Employer recognizes the Public Employee's Retirement System of New Jersey, operative concerning its employees and all of the rights accruing thereunder. The Park Commission agrees to furnish any and all information to the employees concerning their rights under the Public Employee's Retirement System of New Jersey and the benefits and accruals thereby for the benefit of the employees.

J. Jury Duty

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request shall be required of the employee at least 48 hours in advance to the supervisor of the employee. The Park Commission will pay the difference between the pay received for jury duty and the wages.

K. Military Leave With Pay

If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve Components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed 30 calendar days per year when called for active duty training. The employee shall be required to submit a written request with a copy of the duty orders to his or her supervisor at least one week in advance. Pay received for the weekends while on active duty training will be retained by the employee and never permitted as a credit against the Park Commission's differential payment in the event of active duty training by the employee.

L. Military Leave Without Pay

If the employee is inducted into the Armed Forces, the employee shall be entitled to Military Leave without pay, provided a written request to the Secretary-Director and a copy of the orders are attached. While in the military service, the employee's contributions to the Retirement System will be maintained, and seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within 90 days of Honorable Discharge.

M. Other Leaves

Time off, other than sick leave, vacations, holidays, or military leave, may be honored when warranted by the Park Commission. For a leave without pay, the employee shall submit a written request to the Secretary-Director stating the reason for the request, and the time required. This request will be forwarded to the Park Commission and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Administrative Office to make suitable arrangements for pension payments, insurance, hospitalization, and other matters required.

N. Job Vacancy

Openings on a non-supervisory classification will be posted on bulletin boards for at least three days to afford interested employees an opportunity to apply. If interested in a vacancy, the supervisor of the employee should be notified and will register the name of the applicant with the Division Head. Neither transfer nor credit allowances shall be construed as being authorized under this section.

O. Merit Increases and Promotions

Nothing contained in this Agreement shall be construed to limit the existing and past authority by the Park Commission to provide merit increases and promotion from rank to rank with pay differential allocations for such promotions, which authority shall continue as heretofore and as it may be extended from time to time. This Clause is designed to assure the power and authority of the public employer, in co-operation with its supervisory staff, to encourage merit increases and promotions in rank with pay differential for the purpose of inducing incentive in job performance. Thus, merit increases for exceptional achievement in accordance with the 1970 salary guide, and as permitted in the future shall continue. Thus, the employer may promote any employee to a higher position when it would appear to be in the best interest of the employer and such employee with such adjustments in grade. Furthermore, employment based on past experience may also be consistent with the above existing formula to encourage people with experience to undertake positions with the Park Commission where needed.

P. General Information

1. PAY PERIODS shall be every two weeks, amounting to 26 pay periods per year.

2. PHYSICAL EXAMINATIONS may be required from time to time at the expense of the Public Employer.

3. CHANGE OF ADDRESS must be reported to employee's supervisor immediately.

4. RESIDENCE by Park Commission employees may be required to be in Morris County while employed by the County Park Commission.

5. CHANGE OF FAMILY STATUS. The employee is advised to inform his or her supervisor immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical

dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

### ARTICLE III - MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS AND MANAGEMENT OF AFFAIRS

#### Section 1.

The employees recognize that areas of responsibility must be reserved to the employer in the administration of government so as to serve the public effectively. Therefore, the right to manage the affairs of the Park Commission, to direct the working forces, to direct the operations of the Park Commission, is vested and retained by the employer, exclusively. The public employees also recognize and observe the right of the public employer to promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of government in relation to the rights and responsibilities of the employees. This right of the public employer is recognized to be exclusive and free of any restrictions and restraints except as under this Agreement.

#### Section 2.

The public employer agrees that conditions of employment, beneficial to the employees, contained in departmental rules and regulations and as promulgated in this Agreement, shall be maintained at the highest standards in effect possible from the time of the entry of this Agreement and thereafter.

### ARTICLE IV - CONDITIONS TO THE VALIDITY OF AGREEMENT

#### Section 1.

The Park Commission and the negotiating unit representing the public employer and the public employees in this Agreement, hereby acknowledge that several conditions must be observed and met prior to the validity of this Agreement. These include, but are not limited to, the following:

A. Filing, recognition and compliance with all procedures in P.E.R.C.

B. The public employee agrees to effect the filing with the Public Employment Relations Commission of this Agreement and any and all documents, to constitute the negotiating unit as the legally authorized negotiating unit for the group of employees who it has warranted and represented it acts for in this Agreement and in negotiations leading to the conclusion of this Agreement.

C. The Morris County Park Police hereby agree to sign and execute any and all papers required to effectuate the validity of this Agreement and all of its parts, at any time required by any agency of Government of the State of New Jersey.

## Section 2.

The parties acknowledge that approval by the New Jersey Public Employment Relations Commission, and any other agency of government, to the extent required shall be conditions precedent to the valid operation of any part of this Agreement. This Agreement is negotiated as a whole, and not as a part, and the effectiveness of this Agreement shall depend solely upon its approval in whole, and not in various parts, by any of these agencies of Government.

## ARTICLE V - SPECIFIC SALARY ADJUSTMENTS, LONGEVITY, INCREASES, GUIDE ELIMINATED

### Section 1.

The parties acknowledge that there exists, and has existed over several years, in the Morris County Park Commission, a Salary Guide together with job classifications setting forth a minimum and maximum. The parties acknowledge that the Salary Guide has not really been effective to assure the public employees an opportunity to provide adequately with the rising rate of inflation, and, on the other hand, the public employer acknowledges that the new demands concerning wages and increased benefits have made it impossible to fiscally plan in a responsible way the needs of its employees and thus making it difficult to cope with its public responsibility. Therefore, the parties have agreed subject to acceptance of the procedures outlined herein by all recognized State offices and agencies, to eliminate the Salary Guide and to replace it with more realistic adjustments to overcome the problems of limited gradual adjustments which have proven ineffective in the past. The parties acknowledge that the adjustments provided below are conditioned upon the



approval of such agencies, including, but not limited to, the Public Employment Relation Commission.

All minimum and maximum ranges in salary shall be deemed adjusted by the terms of this Agreement.

#### Section 2.

The minimum starting salary for the beginning employee shall be \$6850.00.

All employees other than those who will benefit by the minimum established hereinabove of \$6850.00, mainly those employees other than Mazzucco, and Zabriskie, shall receive an additional adjustment during the year 1971 on salary in the amount of \$75.00 each, as an added adjustment based upon previous inequities, which shall be in addition to salary added once only over 26 pay periods.

#### Section 3.

Each employee shall receive commencing January 1, 1971, and continuing thereafter, an automatic wage adjustment of 6 1/2% of total wages which were being paid by the public employer at the close of the 1970 period. This adjustment shall commence January 1, 1971 and be paid every two weeks in proportion to the annual adjustment.

#### Section 4.

In addition thereto, all of the employees described in the schedule attached, shall receive the normal increment which would have been provided, on the Salary Guide as originally promulgated by the Park Commission as that Salary Guide has been effective during the year 1970. This adjustment shall also be made after assessment of the adjustment provided in the above section and shall be payable commencing the first payment due in 1971 and every two weeks during the year as provided above.

#### Section 5.

Thereafter, on January 1, 1971, after the addition of the salary percentage adjustment described above, the Salary Guide shall be deemed no longer of any full force and effect and at an end. No employee shall be prevented from going beyond maximums previously provided by reason thereof. Moreover, the public employer shall not be required to set or establish a maximum as to such employees henceforth.

## Section 6.

Commencing January 1, 1972, each of the employees shall receive an additional salary percentage adjustment equivalent to 6 1/2% of the salary presently being earned as of December 31, 1971. This adjustment shall commence January 1, 1972 and be paid every two weeks in proportion to the annual adjustment.

## Section 7.

In addition thereto, commencing January 1, 1972, and continuing thereafter, the public employer shall pay longevity benefits to employees who have been continuously and actively in the employ of the public employer as follows:

A. Longevity shall be paid to employees who are continuously employed in the Park Commission according to this Schedule:

1. Commencing the first day of the fourth year of continuous employment-1% of salary as of that year.

2. Commencing the first day of the ninth year of continuous employment- 3% of salary as of that year.

3. Commencing the first day of the thirteenth year of continuous employment- 5% of salary as of that year.

4. Commencing with the first day of the seventeenth year of continuous employment- 7% of salary as of that year.

### B. Service in the Park Commission-Not in the Position

For the purposes of determining entitlement to benefits provided herein, service on a continuous basis, except as provided herein shall mean with the Park Commission, and not the position. Entitlement to longevity shall not depend upon length of continuous service of the employee in the capacity, but shall be determined according to length of continuous service as an employee (no matter in what capacity) of the Park Commission. The period of probation shall not be considered part of service entitling anyone to longevity. To be entitled to longevity, service contemplates service in a permanent position with the Park Commission.

### C. Method of Payment

Once entitled to longevity, the employee shall continue receiving such longevity so long as the employee continues in active and full time employment with the Park Commission. The right to longevity shall commence upon the first day, as provided above, and shall be payable together with the payments made every two weeks ordinarily to Park employees in proportion to the entire amount of longevity pay to which the employee shall be entitled over the course of the year of entitlement.

D. Service is Deemed Actual Service, Not Calendar Year Service

For purposes of entitlement, it is understood that the longevity paid to the employee shall be based upon the commencement of the fourth, ninth, thirteenth and seventeenth consecutive year, the day after the anniversary date of the employee having actually entered upon the service of the Park Commission in a permanent position.

E. Tacking of Several Periods

To be entitled to longevity, no tacking of previous periods of employment shall be permitted unless such period of service shall have been interrupted by a regular leave of absence or leave because of illness, or incapacity. No tacking of consecutive periods of service shall be permitted if the employee in the interim period between two consecutive periods of employment shall have been actively employed with another employer in profitable pursuit of another business.

ARTICLE VI - GRIEVANCE PROCEDURE AND COMPULSORY ARBITRATION

Section 1.

A "grievance" shall be any complaint by any employee with respect to wages, adjustments under this contract, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter shall be followed:

Section 2.

Complaints may be initiated by an individual employee to the Chief of the Park Police. If the complaint is not adjusted satisfactorily at this stage, and the employee wishes to enter a grievance, it shall be presented only by the duly authorized representative of the negotiating unit of said employee, to wit: Morris County Park Commission Park Police.

Section 3.

If the negotiating unit wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1

A representative of the negotiating unit shall present and discuss the grievance or grievances orally with a

permanent Park Commission designee, called a Grievance Negotiator. The Secretary-Director shall have five days to answer the grievance orally. Under this step, nothing in writing shall be required and every effort shall be made to resolve the grievance within this step.

#### Step 2

If Step 1 does not resolve the grievance, or if no answer has been received within the time set forth in Step 1, the negotiating unit shall present the grievance within ten days in writing to the Personnel Committee of the Morris County Park Commission. They shall require the Grievance Negotiator for the Park Commission within ten days to present a report of the grievance, and the circumstances concerning the grievance, setting forth also the position of the supervisor, division head or public employer.

#### Step 3

If the grievance is not resolved at Step 2, or if no answer has been received by the negotiating unit within the time set forth in Step 2, the grievance may be presented in writing to the Park Commission, whereupon the President of the Park Commission shall submit his report in writing to the full Commission and a determination made by the full Park Commission within 30 days of the submission of the report of the President. A copy of the President's report shall be furnished the representative of the negotiating unit and he shall have 30 days within which to answer the report and state his contentions.

#### Step 4 - Arbitration

In the event that there is anyone aggrieved by the decision of the Park Commission, any aggrieved party may submit the matter to arbitration as provided in Rule 19-12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission. All of the procedures provided under such rule shall be invoked to achieve a prompt and expeditious determination of the dispute, which shall be binding on the parties.

#### Proviso

Nothing contained in this agreement shall be interpreted to require arbitration concerning terms and conditions of contract negotiations between the main parties in the future; nothing contained herein shall be interpreted to require the public employer to submit to arbitration any matter which it may choose to negotiate or refuse to negotiate. Arbitration is limited to "unresolved grievances" in assisting agreements.

## ARTICLE VII - DURATION

### Section 1.

This Agreement shall become effective the first day of January 1971, or upon such day as all of the conditions prescribed herein are fully met even though these conditions may not occur until after January 1, 1971, and shall be effective through and including the 31st day of December, 1972.

### Section 2.

At least 90 days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations with the appropriate unit for a new Agreement, but nothing contained herein shall be deemed an implied or expressed commitment on the part of the Public Employer to negotiate wage increases or changed conditions and hours of employment, such matters being then determined according to conditions then prevalent.

## ARTICLE VIII - RETROACTIVITY

To the extent that it may require approvals and fulfillment of conditions, which may not occur beyond January 1, 1971, this Agreement shall be deemed retroactive to January 1, 1971 upon the completion of all such conditions and commitments.

## ARTICLE IX - PENSIONS

Nothing contained in this Agreement shall be deemed to change or alter the rights of the public employees to pensions as provided in provisions of New Jersey Law under the Public Employee's Retirement System of New Jersey, or any other public retirement system operative in the State of New Jersey, and these rights of the public employee shall continue notwithstanding any provisions of this Agreement.

## ARTICLE X - RATIFICATION AND APPROVAL

### Section 1.

This Agreement shall be deemed ratified and approved upon certification of the negotiating unit of meeting of its membership and under due compliance with law, and an acknowledgement of the ratification and approval by the requisite percentage of employees to effectuate validity to the Agreement and commitments made herein.

Section 2.

This Agreement shall require as a condition to its approval and effectiveness, a Resolution by a requisite number of members of the Morris County Park Commission an official Resolution by the Secretary certifying the due and valid promulgation of such Resolution acknowledging the ratification and approval of this Agreement.

**ARTICLE XI - PUBLIC EMPLOYEES COMMITTEE**

The public employer agrees that the public employees shall have the right through a three (3) member committee to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the public employer from time to time.

**ARTICLE XII - TEMPORARY EMPLOYEES ENTITLED TO LONGEVITY**

Notwithstanding anything in Article V, Section 7 (b) to the contrary, length of continuous service of an employee may include the length of service in a temporary status as determined on a case by case basis. Specifically, employees carried in a temporary status for extended periods of time through no fault of their own shall be entitled to have time served in temporary status after the initial ninety (90) day period counted in their total length of continued services for the purpose of entitlement to longevity benefits under this contract.

### ADDENDUM

It is stipulated and agreed notwithstanding anything to the contrary that may be stated in the main agreement between the Morris County Park Commission and the Board of Chosen Freeholders of the County of Morris and the Morris County Park Police, pages 1 through 19 inclusive, that the following terms and provisions shall, wherever applicable take precedence.

1. That the individual members of the Morris County Park Police shall be entitled on a yearly basis, in addition to receiving uniforms and all other allowances and benefits stated herein, the sum of \$150.00 for uniform cleaning and pressing.

2. The said Morris County Park Police shall be entitled to hold one (1) general meeting per month, which said meeting may be held on the premises of the Morris County Park Police Headquarters in Lewis Morris Park and which said meeting shall be scheduled through the office of the Chief and shall not exceed in duration a two hour period.

3. It is further agreed and understood that the men who presently have the rank of Sergeant shall be entitled in addition to any other benefits and increments stated herein an additional salary increase in the amount of \$150.00, which salary adjustment shall commence January 1, 1972, and be paid every two weeks in proportion to the annual adjustments.

4. ARTICLE V, Section 7-B

The words "Park Commission" are deleted and the words "County of Morris" are inserted.

The following is deleted: "To be entitled to longevity, service contemplates service in a permanent position with the Park Commission."

To be replaced by the following: "Members of the Park Police shall be considered eligible for longevity and shall have their time under longevity computed as of their 90th day of employment, with the Park Police."



IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

Leon A. Bradford

MORRIS COUNTY PARK POLICE

BY Claude P. Babbitt Jr

ATTEST:

Russell W. Mylon

MORRIS COUNTY PARK COMMISSION

BY William L. Pittman

ATTEST:

Helma Munson  
Clerk

BOARD OF CHOSEN FREEHOLDERS OF  
MORRIS COUNTY

BY James R. Ireland Jr